

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF MISSISSIPPI**

**In re: Maggie Elizabeth Evans  
Debtor**

**CHAPTER 13  
CASE NO. 24-51069-KMS**

**MOTION FOR RELIEF FROM AUTOMATIC STAY AND CO-DEBTOR STAY,  
ABANDONMENT AND OTHER RELIEF**

**COMES NOW**, Cadence Bank f/k/a BancorpSouth Bank (“Movant”), and files this motion seeking relief from the automatic stay and co-debtor stay now in effect in this cause and abandonment from the Bankruptcy Estate and other relief. In support thereof, Movant would show unto this Court the following:

1. This Court has jurisdiction of this matter pursuant to 28 U.S.C. Section 1334(a) and 11 U.S.C. Sections 361, 362, 1301 and 552(b).
2. Maggie Elizabeth Evans (“Debtor”) filed a petition under Chapter 13 of the Bankruptcy Code (11 U.S.C. 362, et seq.) on July 29, 2024. Subsequent thereto, Honorable David Rawlings was appointed trustee in this case.
3. Jonathan D. Chancellor (“Co-Debtor”) is liable on the debt with Debtor.
4. Debtor and Co-Debtor own certain real property (the “Property”) located at 35 Pine Hills Dr., Ovett, MS 39464, and being more particularly described as follows:

A parcel of land lying in the SE 1/4 of the SE 1/4 of Section 1, Township 7 North, Range 11 West, First Judicial District, Jones County, Mississippi, described as follows:

Commencing at a concrete marker (set by the Forest Service) at the SE/C of Section 1, Township 7 North, Range 11 West, First Judicial District, Jones County, Mississippi and run North 796.33 feet, thence West 426.59 feet for the Point of Beginning. Thence S 89°32'58" W 166.46 feet along a fence to the East R.O.W. of Pine Hill Drive, thence N 17°05'27" W along said R.O.W. 307.06 feet to a found I.P, thence leaving said R.O.W., run S 89°01'22" E 256.92 feet along a net wire fence on the North side of the road, thence South 287.81 feet back to the Point of Beginning. Containing 1.41 acres.

5. Movant has provided permanent financing in connection with Debtor's and Co-Debtor's purchase of the Property.

6. The indebtedness of Debtor and Co-Debtor to Movant (the "Indebtedness") is evidenced by a Note dated March 22, 2012, executed by Debtor and Co-Debtor to BancorpSouth Bank. A copy of the Note is attached hereto as Exhibit "A".

7. The obligation of Debtor and Co-Debtor to repay the Indebtedness is secured by a Deed of Trust dated March 22, 2012, executed by Debtor and Co-Debtor to BancorpSouth Bank. The Deed of Trust was duly perfected by filing in the office of the Chancery Clerk. A copy of the Deed of Trust is attached hereto as Exhibit "B". A copy of the Amendment to the Charter of Incorporation is attached hereto as Exhibit "C".

8. The Indebtedness is in default, and as of June 5, 2025, there was an outstanding principal balance of approximately \$42,633.32 due from Debtor and Co-Debtor to Movant, plus attorney's fees and costs. The present monthly payment is \$615.00 plus late charge. Interest continues to accrue on the Indebtedness.

9. Debtor and Co-Debtor are delinquent in post-petition payments (outside the plan) for the months of March 2025 through June 2025 in the total sum of \$2,460.00, less suspense amount of \$15.00 for a total amount owed of \$2,445.00 plus attorney's fees and costs.

10. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred \$1,350.00 in legal fees and \$199.00 in costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

11. As a result of the automatic stay in effect in this cause, Movant has been unable to take any action as would be reasonably necessary to prevent deterioration of the Property, or to otherwise adequately protect its security interest. Debtor has no equity in the Property, and the Property is not necessary for an effective reorganization. Furthermore, the decline in value of the Property is either occurring or is threatened.

12. By reason of the foregoing, good cause exists to vacate the automatic stay of 11 U.S.C. Section 362(a) of the Bankruptcy Code, to abandon the property from the bankruptcy estate and to permit Movant to foreclose its Deed of Trust as authorized by the laws of the State of Mississippi.

13. Movant requests that the 14 day stay prescribed by Rule 4001 be waived.

**WHEREFORE**, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

- A. For an order granting Movant relief from the automatic stay of 11 U.S.C. §§ 362 and 1301 of the Bankruptcy Code;
- B. For abandonment of the property from the Bankruptcy Estate;
- C. For the 14 day stay prescribed by Rule 4001 to be waived;
- D. That the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code;
- E. Movant further requests that upon entry of an order granting relief from stay, it be exempted from further compliance with Fed. Rule Bankr. P. 3002.1 in the instant bankruptcy case; and

F. For such other and further relief as is to the Court just and proper;

Dated: June 6, 2025.

Respectfully submitted,

Cadence Bank

BY: /s/ Charles Frank Fair Barbour

**Charles Frank Fair Barbour, MSB # 99520**  
UNDERWOOD LAW FIRM, PLLC  
221 Sunnybrook Road, Suite B (Ridgeland, MS 39157)  
Post Office Box 1874  
Madison, Mississippi 39130  
Tel: (601) 981-7773  
Fax: (601) 362-5673  
[cbarbour@underwoodlawfirm.com](mailto:cbarbour@underwoodlawfirm.com)

**CERTIFICATE OF SERVICE**

I, Charles Frank Fair Barbour, attorney for Movant, hereby certify that the following were served via ECF system with a copy of the foregoing to:

Thomas Carl Rollins, Jr. at [trollins@therollinsfirm.com](mailto:trollins@therollinsfirm.com)

David Rawlings at [ecfnotices@rawlings13.net](mailto:ecfnotices@rawlings13.net)

U.S. Trustee, [USTPRegion05.JA.ECF@usdoj.gov](mailto:USTPRegion05.JA.ECF@usdoj.gov)

I further certify that a true and correct copy of the foregoing was mailed to Debtor at 35 Pine Hills Dr., Ovett, MS 39464 and Co-Debtor at 35 Pine Hills Dr., Ovett, MS 39464.

THIS, the 6 day of June, 2025.

/s/ Charles Frank Fair Barbour